

SECOND AMENDMENT COMMUNITY  
DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY  
SUBRECIPIENT AGREEMENT

THIS SECOND AMENDMENT (the “Second Amendment”) to the Community Development Block Grant Disaster Recovery Subrecipient Agreement dated April 1, 2016 is entered into and made effective as of the 30<sup>th</sup> day of September, 2021 (“Effective Date”) by and between the Housing Trust Fund Corporation, operating by and through its division, the Governor’s Office of Storm Recovery (“GOSR”) (collectively referred to herein as the “Grantee”), and Enterprise Community Partners, Inc. (“Subrecipient”), a not-for-profit organization. The foregoing Grantee and Subrecipient shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Grantee and Subrecipient entered into a Community Development Block Grant Disaster Recovery Subrecipient Agreement on April 1, 2016 (the “SRA” and, as amended by the Amendments, referred to herein as the “Agreement”), the terms of which govern Subrecipient’s receipt of funds from the State of New York’s Community Development Block Grant-Disaster Recovery (“CDBG-DR”) program to provide certain services in support of the State of New York’s recovery efforts following Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013; and

WHEREAS, pursuant to title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) (“HCD Act”), as amended, Grantee is authorized to administer and distribute Community Development Block Grant (“CDBG”) funds in the State of New York (“State”); and

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), portions of the State received major disaster declarations as a result of Hurricane Sandy; and

WHEREAS, in the aftermath of Hurricane Sandy, the United States Congress, through Public Law passed the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013), as amended (the “Act”), appropriating \$16 billion, later reduced to \$15.18 billion, to the U.S. Department of Housing and Urban Development (“HUD”) for Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013 (the “Storms”), subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 14,329), published March 5, 2013, entitled *Allocations, Common Applications*,

*and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy* (as amended), the State has received an allocation of CDBG-DR funds from HUD in the amount of \$1,713,960,000; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (78 Fed. Reg. 69,104), entitled *Second Allocation, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy* (as amended), the State has received a second allocation of CDBG-DR funds from HUD in the amount of \$2,097,000,000; and

WHEREAS, pursuant to the CDBG-DR Grant Program and Federal Register Notice (79 Fed. Reg. 62,182), entitled *Third Allocation, Waivers and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy* (as amended), the State has received a third allocation of CDBG-DR funds from HUD in the amount of \$605,922,000 (of which \$185,000,000 has been allocated towards the proposals developed through the Rebuild by Design competition); and

WHEREAS, HUD requires that the State spend 80% of all CDBG-DR funds so allocated within the counties of Nassau, Rockland, Suffolk, Westchester, Bronx, Kings, New York, Queens, and Richmond; and

WHEREAS, Governor Andrew M. Cuomo established GOSR within HTFC and tasked it with administering the State's CDBG-DR program; and

WHEREAS, two Target Areas, Broome and Nassau counties, demonstrated unmet needs for rental housing; and

WHEREAS, Grantee wishes to engage Subrecipient to support the Public Housing Resiliency Pilot Project, which will transform the resilience of four Public Housing Authorities ("PHAs"), allowing the PHAs to implement site-specific resiliency infrastructure interventions on five individual project sites; and

WHEREAS, CDBG-DR funds may be utilized by the Subrecipient to pay the non-Federal share, or "local match", required in connection with a Federal grant-in-aid program undertaken as part of CDBG-DR activities, a use that has been specifically authorized by HUD; and

WHEREAS, pursuant to the CDBG-NDR Grant Program and Federal Register Notice (1 Fed. Reg. 5,936), entitled *Notice of National Disaster Resilience Competition Grant Requirements*, the State has received notice of an award of funds made available as part of the National Disaster Resiliency Competition; and

WHEREAS, HUD announced an intent to award New York 35.8 million dollars upon successful execution of a mutually acceptable grant agreement; and

WHEREAS, pursuant to the Agreement, the Parties desire to enter into this Second Amendment to extend the term of the Agreement.

WHEREAS, all references to CDBG-DR shall also be interpreted to reference CDBG-NDR unless otherwise noted; and

NOW THEREFORE, the Parties agree that the Grant Funds (as defined below) will be administered in accordance with the following terms and conditions:

STIPULATED AND AGREED as follows:

1. The term end date of September 30, 2021, updated as of the first amendment to the SRA, is hereby replaced with the date of September 30, 2022.
2. Exhibit B of the Agreement, is hereby replaced with Exhibit B1 of this Second Amendment.

IN WITNESS WHEREOF, this Second Agreement has been executed by a duly authorized representative of the parties.

**Housing Trust Fund Corporation**

By: Emily Thompson  
Name: Emily Thompson  
Title: Acting General Counsel  
Governor's Office of Storm Recovery

**Enterprise Community Partners, Inc.**

DocuSigned by:  
By: Kristen Risch  
Name: Kristen Risch  
Title: VP, Operations Management

This contract has been approved by Grantee's Counsel as to form and its Treasurer as to fiscal sufficiency.

## Exhibit B1

BUDGET				TASKS					
				White paper on lessons learned					
	TOTAL BUDGET			EFFORT COMPLETED		EFFORT REMAINING		TOTAL	
Staff Title	Hours (all inclusive)	Rate (all inclusive)	TOTAL BUDGET	Hours	Max Rate by Hour Assignment	Hours	Max Rate by Hour Assignment	Hours	Max Rate by Hour Assignment
Senior Program Director	7.50	\$ 130.28	\$ 977.10	-	\$ -	-	\$ -	-	\$ -
Program Director	66.00	\$ 108.24	\$ 7,143.84	-	\$ -	-	\$ -	-	\$ -
Senior Program Director	887.00	\$ 136.37	\$ 98,042.89	17.00	\$ 1,788.58	47.00	\$ 6,409.28	64.00	\$ 8,197.86
Senior Contracts Specialist	23.75	\$ 111.27	\$ 2,642.66	-	\$ -	-	\$ -	-	\$ -
Program Director	30.00	\$ 162.62	\$ 4,878.60	-	\$ -	30.00	\$ 4,878.60	30.00	\$ 4,878.60
Senior Contracts Specialist	41.75	\$ 116.27	\$ 4,644.77	-	\$ -	15.00	\$ 1,744.00	15.00	\$ 1,744.00
Initiatives Intern	43.00	\$ 34.08	\$ 1,465.44	43.00	\$ 1,465.44	-	\$ -	43.00	\$ 1,465.44
Program Associate	198.50	\$ 63.63	\$ 12,630.62	19.50	\$ 1,240.85	101.00	\$ 6,426.63	120.50	\$ 7,667.48
Program Director	59.00	\$ 116.26	\$ 6,859.34	-	\$ -	59.00	\$ 6,859.34	59.00	\$ 6,859.34
Vice President	3.00	\$ 210.28	\$ 630.84	-	\$ -	3.00	\$ 630.84	3.00	\$ 630.84
Senior Program Officer	59.00	\$ 78.97	\$ 4,659.23	-	\$ -	59.00	\$ 4,659.23	59.00	\$ 4,659.23
<i>Subtotal - Labor</i>	<u>1,418.50</u>		\$ 144,575.34	<u>79.50</u>	\$ 4,494.87	<u>314.00</u>	\$ 31,607.93	<u>393.50</u>	\$ 36,102.80
Consultant - New Ecology			\$ 170,772.60		\$ -		\$ 8,900.00		\$ 8,900.00
Consultant - Aaron Geis			\$ 15,000.00		\$ -		\$ 15,000.00		\$ 15,000.00
Transportation/Food			\$ 1,568.92		\$ -		\$ -		\$ -
Materials for Trainings			\$ 559.12		\$ -		\$ -		\$ -
Markup on Non-Labor Costs			\$ 9,492.39		\$ -		\$ -		\$ -
<i>Subtotal - Other Direct Costs</i>			\$ 197,393.03		\$ -		\$ 23,900.00		\$ 23,900.00
<b>TOTAL BUDGET</b>			<u><b>\$ 341,968.37</b></u>		<u><b>\$ 4,494.87</b></u>		<u><b>\$ 55,507.93</b></u>		<u><b>\$ 60,002.80</b></u>
<b>ORIGINAL CONTRACT TOTAL</b>			<b>\$ 399,220.00</b>						
<b>CONTRACT SAVINGS</b>			<b>\$ 57,251.63</b>						

## Exhibit B1

BUDGET				TASKS															
				Project Design		Integrative design charette		Training and TA		On-call TA to GOSR		Coordination of PHA Learning Collaborative		White paper on lessons learned		Trans., Food, Materials, Markup (costs not specific to tasks)			
	TOTAL BUDGET												TOTAL						
Staff Title	Hours (all inclusive)	Rate (all inclusive)	TOTAL BUDGET	Hours	Max Rate by Hour Assignment	Hours	Max Rate by Hour Assignment	Hours	Max Rate by Hour Assignment	Hours	Max Rate by Hour Assignment	Hours	Max Rate by Hour Assignment	Hours	Max Rate by Hour Assignment				
Senior Program Director	7.50	\$ 130.28	\$ 977.10	7.50	\$ 977.10	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	\$ -				
Program Director	66.00	\$ 108.24	\$ 7,143.84	66.00	\$ 7,143.84	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	\$ -				
Senior Program Director	887.00	\$ 136.37	\$ 98,042.89	178.00	\$ 18,723.82	223.00	\$ 23,457.37	132.00	\$ 15,132.19	130.00	\$ 14,921.81	\$ 160.00	\$ 17,609.84	64.00	\$ 8,197.86				
Senior Contracts Specialist	23.75	\$ 111.27	\$ 2,642.66	23.75	\$ 2,642.66	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	-	\$ -				
Program Director	30.00	\$ 162.62	\$ 4,878.60	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	30.00	\$ 4,878.60				
Senior Contracts Specialist	41.75	\$ 116.27	\$ 4,644.77	26.75	\$ 2,900.77	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	15.00	\$ 1,744.00				
Initiatives Intern	43.00	\$ 34.08	\$ 1,465.44	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	43.00	\$ 1,465.44				
Program Associate	198.50	\$ 63.63	\$ 12,630.62	-	\$ -	-	\$ -	30.00	\$ 1,908.90	30.00	\$ 1,908.90	\$ 18.00	\$ 1,145.34	120.50	\$ 7,667.48				
Program Director	59.00	\$ 116.26	\$ 6,859.34	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	59.00	\$ 6,859.34				
Vice President	3.00	\$ 210.28	\$ 630.84	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	3.00	\$ 630.84				
Senior Program Officer	59.00	\$ 78.97	\$ 4,659.23	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	\$ -	59.00	\$ 4,659.23				
Subtotal - Labor				1,418.50		\$ 144,575.34	302.00	\$ 32,388.19	223.00	\$ 23,457.37	162.00	\$ 17,041.09	160.00	\$ 16,830.71	178.00	\$ 18,755.18	393.50	\$ 36,102.80	
Consultant - New Ecology						\$ 170,772.60		\$ 34,550.00		\$ 20,394.00		\$ 61,982.00		\$ 42,548.00		\$ 2,398.60		\$ 8,900.00	
Consultant - Aaron Geis						\$ 15,000.00		\$ -		\$ -		\$ -		\$ -		\$ -	\$ 15,000.00		
Transportation/Food						\$ 1,568.92		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 1,568.92	
Materials for Trainings						\$ 559.12		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 559.12	
Markup on Non-Labor Costs						\$ 9,492.39		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 9,492.39	
Subtotal - Other Direct Costs						\$ 197,393.03		\$ 34,550.00		\$ 20,394.00		\$ 61,982.00		\$ 42,548.00		\$ 2,398.60		\$ 23,900.00	\$ 11,620.43
TOTAL BUDGET						\$ 341,968.37		\$ 66,938.19		\$ 43,851.37		\$ 79,023.09		\$ 59,378.71		\$ 21,153.78		\$ 60,002.80	\$ 11,620.43
ORIGINAL CONTRACT TOTAL						\$ 399,220.00													
CONTRACT SAVINGS						\$ 57,251.63													